PURCHASE AND SALES CONTRACT

THIS PURCHASE AND SALES CONTRACT is made by and between **CARROLL COUNTY, GEORGIA** (the "**County**"), **BROCK FARM, LLC** (the "**Seller**") and **TISINGER VANCE, P.C.** ("**Escrow Agent**").

WHEREAS, the County desires to relocate the bridge over the Little Tallapoosa River on Carrollton Tyus Road, which shall require the acquisition of certain land, including a portion of Seller's land, to realign Carrollton Tyus Road (the "**Project**");

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURCHASE AND SALE. In consideration of the mutual covenants herein contained, Seller does hereby agree to sell, and the County does hereby agree to purchase approximately **1.38 acres located on Carrollton Tyus Road, Georgia, in Land Lot 163 of the 11th District, Carroll the County, Georgia**, the approximate location of which is shown in **blue** and identified as "Right of Way to be Acquired by the County" on the drawing attached hereto as Exhibit "A" attached hereto and incorporated by reference herein (said real property, together with all improvements, rights, privileges, easements and appurtenances, thereunto belonging or in any way pertaining thereto, is hereinafter collectively referred to as the "Property"), on the terms and conditions set forth herein. Seller shall also grant the County easements for construction and maintenance of slopes for the areas shown in **yellow and green** on the drawing attached hereto as Exhibit "A".

2. EARNEST MONEY. Within three (3) business days following the full execution hereof, the County will pay to Escrow Agent the sum of ONE HUNDRED DOLLARS ($100.00) (the "**Earnest Money**"), to be held and disbursed as provided in this Contract.

3. PURCHASE PRICE.

3.1 The purchase price (the "**Purchase Price**") of the Property shall be **FIVE THOUSAND DOLLARS ($5,000.00) per acre** as determined by the survey to be obtained by the County pursuant to Section 6.2 below, after giving the County a credit based on $5,000.00 per acre for the approximately 1.00 acre tract shown in **red** and identified as "property to be deeded to Property Owner (includes Right of way from abandoned road)" on the drawing attached hereto as Exhibit "A" which shall be conveyed by the County to Seller by quitclaim deed after completion of the Project.

3.2 The Purchase Price, less a credit for the Earnest Money, shall be paid by the County to Seller at closing in cash, by wired funds, cashier's check drawn on a United States bank or attorney's trust account check to Seller's order.

4. CLOSING

4.1 (a) Closing Date. The purchase and sale hereunder shall be closed (the "**Closing Date**") on or before the **thirtieth (30th) day** after the expiration of the Due Diligence Period, at the offices of Tisinger Vance, P.C., 100 Wagon Yard Plaza, Carrollton, Georgia 30117, on the date and at the time designated by the County.

(b) Costs and Expenses. At the Closing, Seller and the County shall respectively pay the following costs and expenses:

(i) Seller shall pay (A) the fees and expenses of Seller's attorneys and other professional or third party fees and expenses incurred by the Seller in connection with the transactions contemplated herein, (B) the cost of recording any documents necessary to cure any title exceptions, and (C) any other costs and expenses actually incurred by Seller or required to be borne by Seller hereunder.

(ii) The County shall pay (A) the fees and expenses of the County's attorneys and other professional or third party fees and expenses incurred by the County in connection with the transactions contemplated herein, (B) any other costs and expenses actually incurred by the County or required to be borne by the County hereunder, (C) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing pursuant to the terms hereof, (D) all premiums for any owner's title insurance policy or policies obtained by the County including any title examination fees or charges, and (E) the cost of any survey and appraisal.

(c) Ad valorem taxes shall be prorated between Seller and the County as of 12:00 midnight of the day immediately preceding the day of closing. Subject to the foregoing, ad valorem taxes will be prorated at closing on the basis of the most recent tax bills or, if available, based on the current year's valuation or assessment and the last known millage rate. If the proration is not based on the actual tax bill for the year of Closing, the proration shall be adjusted when the actual tax bill is available. the entire tax bill for the year of Closing shall be paid by the party indicated on the closing statement, and such party shall provide to the other proof of payment prior to delinquency and a statement of any adjustment to the proration. If the other party receives the tax bill, it shall immediately forward it to the party obligated to pay it.

(d) Seller shall deliver possession of the Property to the County immediately upon closing, free and clear of all tenants.

4.2 Closing Documents. At the closing, each party hereto shall execute and deliver all documents necessary to effect and complete the closing, including, but not limited to, the following documents to be executed and delivered by Seller to the County:

(a) A general warranty deed from Seller conveying good and marketable fee simple title to the Property, together with the easements described in Section 1 above, free and clear of all liens, restrictions and encumbrances, other than such matters as may be approved in writing or waived by the County (such matters as may be approved in writing by the County are hereinafter referred to as the "**Permitted Encumbrances**"). For the purposes of this Contract, good and marketable fee simple title shall mean such title as is insurable by a title insurance company licensed to do business in Georgia, under its standard form of ALTA owner's policy of title insurance, ALTA Form 6-17-2006, at its standard rates.

(b) An owner's affidavit, together with such other evidence as may be required by the title company insuring the County's fee simple title to the Property, which affidavit and other documentary evidence, if required, shall be in form and substance satisfactory to said title insurance company and sufficient to cause said title insurance company to issue an owner's title insurance policy without exception for standard exceptions, including matters of survey, mechanic's liens and broker's liens.

(c) An affidavit, in form and substance satisfactory to the County, stating Seller's U.S. taxpayer identification number and Seller's address, that Seller and all persons holding beneficial interests in the Property are "United States persons", for purposes of Internal Revenue Code (the "Code") Section 1445(f)(3) and Section 7701(a)(30), and that the purchase of the Property by the County pursuant to this Contract is not subject to the withholding requirements of Section 1445(a) of the Code.

(d) A Certificate of Exemption or such other affidavit or certification, as may be required, evidencing either Seller's exemption from the withholding requirements of O.C.G.A. 48-7-128, *et seq.*, or the amount to be withheld by the County (Seller acknowledges that the County may be required by state law to withhold certain amounts from the Purchase Price and Seller hereby authorizes the County to withhold such amounts and remit them to the State of Georgia tax commissioner, as may be required).

5. WARRANTIES AND REPRESENTATIONS.

5.1 Seller does hereby warrant and represent to, and covenant and agree with, the County as follows:

(a) Title. That Seller owns good and marketable fee simple title to the Property, free and clear of all liens, restrictions and encumbrances; that to Seller's knowledge there is no action, suit or proceeding pending, threatened or contemplated against the Property or affecting the Property, either directly or indirectly; and to Seller's knowledge there is no fact or condition existing on or with respect to the Property which could result in or give rise to any action or proceeding at law or in equity against the Property or the owner thereof.

(b) Absence of Hazardous Material. Seller has no knowledge of any noncompliance or violation of Environmental Laws related to the Property or the presence or release of Hazardous Materials on, under or from the Property or the presence of any ground storage tanks on or under the Property. "Environmental Laws" shall include, without limitation, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. § 1401 *et seq.*; the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*; the Noise Control Act, 42 U.S.C. § 4901 *et seq.*; the Occupational Safety and Health Act (OSHA), 29 U.S.C. § 651 *et seq.*; the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act; the Emergency Planning and Community Right-to-Know Act (AEPCRA), 42 U.S.C. § 11001 *et seq.*; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. § 2011 *et seq.*; the Georgia Oil or Hazardous Spills or Releases Act, O.C.G.A. 12-14-1, *et seq*. the Georgia Hazardous Waste Management Act, O.C.G.A. 12-8-60, *et seq.*; and the Georgia Hazardous Sites Response Act, O.C.G.A. 12- 8-90, *et seq*., all as may be amended as of the date of the Contract, together with their implementing regulations and guidelines as of the date of this Contract. the term "Environmental Laws" shall also include all state, regional, the County, municipal and other local laws, regulations, and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials, human health or safety, or the natural environment. the term "Hazardous Materials" shall include, without limitation, any hazardous substance, pollutant, or contaminant regulated under CERCLA; oil, oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos, polycholorinated byphenyls, and other substances regulated under TSCA; source material; special nuclear material, and by-product materials regulated under the Atomic Energy Act; and industrial process and pollution control wastes to the extent regulated under applicable Environmental laws.

(c) Compliance with Laws. Seller has received no notice, and Seller has no knowledge that the use, manner of use, occupancy, ownership, possession or operation of the Property by Seller or any tenant or other occupant violates or fails to comply, with any law, ordinance, rule, regulation, or requirement which is applicable thereto, including, without limitation, any applicable zoning, building, fire, health, pollution, subdivision, environmental protection or waste disposal ordinance, code, law or regulation.

(d) Possession. There is no tenant, lessee, licensee or other occupant of the Property claiming by, through or under the Seller having any right or claim to possession or use of the Property as tenants, lessees, licensees or otherwise after the Closing Date; and possession of the Property shall be delivered by Seller to the County at the Closing free of the rights or claims of any tenants, occupants or other parties in possession of, or having or claiming any right to possession or use of, the Property.

(e) Conduct Prior to Closing. That, at all times prior to closing, Seller will take, or cause to be taken, all actions necessary to cause each of the warranties and representations in this Section 5 to remain true and correct in all respects from the date hereof to the date of closing and will refrain from taking any action which would cause, or threaten to cause, any of such warranties and representations to become incorrect or untrue at any time during such period, unless this Contract specifically provides for the taking of such action and the consequent modification of certain warranties or representations; and

(f) Seller's Authority and Tax Status. Seller has full right, power and authority to enter into this Contract and consummate the transactions contemplated hereby and will deliver satisfactory evidence of such in accordance with Section 4.2(c), above. Seller and all persons or entities having beneficial interests in the Property are "United States persons," for purposes of Internal Revenue Code (the "Code") Section 1445(f)(3) and Section 7701(a)(30), and that the purchase of the Property by the County as contemplated herein will not be subject to the withholding requirements of Section 1445(a) of the Code.

(g) Solvency. Seller is not involved in any bankruptcy, reorganization or insolvency proceeding as a debtor, has not filed a petition in bankruptcy nor been adjudicated bankrupt within the past two (2) years; is able to pay its debts as they become due; and does not contemplate filing for bankruptcy or debtor’s protection in the foreseeable future.

(h) Claims. There is not, any action, suit, or proceeding pending or, to the best knowledge of Seller, threatened in writing against, by or affecting the title of the Property or Seller's right to transfer the Property.

(i) Interests in Property. No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease all or any portion of the Property or any interest therein, except for prior options or rights of first refusal which have expired or which have been terminated and are of no further force and effect as of the date of this Contract.

(j) Condemnation. There is not any pending or, to the best knowledge of Seller, threatened action by any governmental authority, agency or other entity having the power of condemnation or eminent domain, which might result in all or any portion of the Property or any interest therein being taken by eminent domain, condemnation or conveyed in lieu thereof.

(k) Closing. All the representations and warranties made herein by Seller are true and correct as of the date of this Contract and shall be true and correct as of the date such representations and warranties are made and as of the Closing Date.

5.2 The foregoing warranties and representations shall not be affected by any investigation or verification by any party hereto or by anyone on behalf of any party hereto.

6. TITLE AND SURVEY.

6.1 Title. On or before the end of the **forty five (45) days** after the date of this Contract (the "**Due Diligence Period**"), the County shall deliver to Seller a written statement of objections, if any, to Seller's title to the Property, and Seller shall have **ten (10) days** after the receipt of such statement of objections

in which to cure or remove the same, time being of the essence. In the event Seller fails or refuses to cure or remove said objections within said **ten (10) day** period (or within such longer period as may be designated by the County in writing in its sole discretion), then, at the option of the County, this Contract shall terminate and be of no further force or effect, the Earnest Money shall immediately be returned to the County and no party hereto shall have any further rights, liabilities or obligations hereunder, said option to be exercisable by the County by delivering to Seller written notice of such exercise prior to the date of closing hereunder; provided, however, that the County shall have the right, in its sole discretion, to waive any objection to or defect in Seller's title.

6.2 Survey. During the Due Diligence Period, the County, at the County's expense, shall obtain a new plat of survey, which plat shall be prepared by a Georgia registered land surveyor, which plat shall show the acreage contained within the bounds of the Property calculated to the nearest 1/100th of an acre (the "**New Plat**"). The parties acknowledge that the boundaries of the tracts to be conveyed to the County and the Seller may be adjusted slightly based on the New Plat. If the New Plat reflects any title defects objectionable to the County, the County may give notice to Seller thereof on or before the expiration of the Due Diligence Period. Seller shall have **five (5) days** from receipt of the County's notice of survey matters in which to deliver to the County either a binding agreement to remedy such matters at its expense on or before the Closing Date (as such term is hereinafter defined) or a notice that Seller declines to remedy such matters. If Seller fails timely to deliver the agreement referred to in the preceding sentence, Seller shall be deemed to have declined to remedy the matters of survey raised by the County. In the event Seller declines to remedy the matters of survey raised by the County, the County shall have fifteen (15) days from the date Seller so declines in which to either: (i) terminate this Contract by giving written notice to Seller; in which event Escrow Agent shall refund the Earnest Money to the County (less $50.00 which shall be paid to Seller as consideration for granting the County the right to terminate this Contract), and, except for items which expressly survive termination of this Contract, the parties hereto shall have no further rights, obligations or liabilities to each other hereunder, or (ii) waive any such survey matter in which event this Contract shall remain in full force and effect without change in the terms hereof, except that such survey matters shall be additional Permitted Encumbrances. In the event the County fails to notify Seller of its election hereunder, the County shall be deemed to have elected option (i) above and this Contract shall be terminated except as expressly provided herein. In such event Escrow Agent shall, subject to the terms of this Contract, refund the Earnest Money to the County and, except as expressly provided herein, neither party shall have any further liability or obligation to each other hereunder.

6.3 The County shall have the right to update the statement of objections described in Sections 6.1 and 6.2 above through the Closing Date and Seller shall have the same obligations with respect to such updated objections as are contained in such Sections with respect to the original objections.

7. INSPECTION.

7.1 Inspection. During the Due Diligence Period, the County, its prospective lenders, and their respective agents, engineers, surveyors, appraisers, auditors and other representatives shall have the right, to enter upon the Property to inspect, obtain environmental tests, examine, survey, obtain engineering inspections, appraise, and otherwise do that which, in the opinion of the County, is necessary to determine the boundaries, acreage and condition of the Property and to determine the suitability of the Property for the uses intended by the County. Seller shall cooperate fully with the County regarding such inspections; provided, however, Seller will not pay for the costs and expenses incurred in connection with any soil studies or other inspections performed by, or for, the County. the County and those acting on the County's behalf shall use their best efforts to minimize disturbance of the Property or the enjoyment or use of, or operation of any business on, the Property by any occupant thereof; the County shall promptly repair any damage to the Property caused by the County, or its employees, agents, or contractors, except to the extent arising out of the negligence or intentional misconduct of Seller, its employees, agents, or contractors. Said obligation shall survive

termination of this Contract. The County shall have the right to terminate this Contract for any reason whatsoever or no reason, at any time on from the date hereof until the end of the Due Diligence Period, by delivering written notice of such termination to Seller on or before the expiration of the Due Diligence Period. In the event of such termination, Escrow Agent shall immediately return the Earnest Money to the County, less $50.00 which shall be paid to Seller as consideration for granting the County the right to terminate this Contract.

7.2 Reports. Within five (5) days after the date of this Contract, Seller shall deliver to the County complete and accurate copies of any survey, title insurance policy, environmental study, leases, licenses and other reports and documents relating to the Property in the possession of Seller or its agent or consultant.

7.3 Extension. The County shall have the right to extend the Due Diligence Period for a period of thirty (30) days by providing written notice of such election to Seller on or before the end of the Due Diligence Period. In such event, the Closing Date shall be extended thirty (30) days.

8. CONDEMNATION. If, at any time prior to the closing hereunder, any action or proceeding is filed or threatened, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then, at the option of the County (i) this Contract shall terminate and the Earnest Money shall immediately be returned to the County, and no party hereto shall have any further rights, liabilities or obligations hereunder, or (ii) this Contract shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to the County all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by the County by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which the County receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder.

9. CONDITIONS TO CLOSING

Notwithstanding anything contained herein to the contrary, the obligations of the County hereunder are expressly made subject to the following:

9.1 the truth and accuracy, as of the date of this Contract and as of the date of closing hereunder, of each and every warranty or representation made herein by Seller. For purposes of this Section 9.1, it shall be assumed that each and every warranty and representation given or made by Seller in this Contract is unqualified and not limited to Seller's knowledge and belief.

9.2 the Seller shall have fully and completely performed, satisfied, observed and complied with all terms, conditions, covenants, obligations and provisions of this Contract to be performed, satisfied, observed and complied with by the Seller before, on, or as of the Closing Date.

9.3 the County's determination, in its sole discretion, that from the results of its inspection of the Property that it is suitable for its purposes.

9.4 the approval by the County Board of Commissioners of the transaction contemplated by this Contract, the acquisition of the other tracts needed for the Project, and the construction contract for the completion of the Project.

9.5 the foregoing conditions are imposed solely for the benefit of the County, and the County shall have the right to waive any of said conditions by written notice of said waiver to Seller.

If the conditions in this Section 9 have not been satisfied or performed on or as of the Closing Date, or waived in writing by the County, then the County shall have the rights and options set forth in Section 11.2 below.

10. BROKERAGE. The County and Seller each represent and warrant to the other that they have dealt with no brokers in connection with this transaction. Seller does hereby indemnify and agree to hold the County harmless from and against any and all causes, claims, demands, losses, liabilities, fees, commissions, settlements, judgments, damages, expenses and fees (including attorney's fees and court costs) in connection with any claim for commissions, fees, compensation or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity as the result of any of Seller's acts (or failure to act) or the acts of Seller's representatives. the County does hereby indemnify and agree to hold Seller harmless from and against any and all causes, claims, demands, losses, liabilities, fees, commissions, settlements, judgments, damages, expenses and fees (including attorney's fees and court costs) in connection with any claim for commissions, fees, compensation or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm, or entity, as the result of any of the County's acts (or failure to act) or the acts of the County's representatives. Said indemnity shall survive closing or termination of this Contract.

11. APPLICATION OF EARNEST MONEY AND REMEDIES

11.1 Upon the closing of the purchase and sale hereunder, the Earnest Money shall be paid by Escrow Agent to Seller and applied to and credited against the Purchase Price.

11.2 If the purchase and sale hereunder is not closed (i) by reason of Seller's default hereunder, or (ii) because any warranty or representation made herein by Seller proves untrue and is not waived by the County, or (iii) because any of the conditions set forth in Section 9 are not satisfied, then Escrow Agent shall immediately return the Earnest Money to the County and the County may avail itself of any and all remedies at law or in equity under the laws of the State of Georgia, including, without limitation, a suit for specific performance of this Contract.

11.3 If the purchase and sale hereunder is not closed by reason of the County's default hereunder, then, as full liquidated damages for such default by the County, the Earnest Money shall be immediately paid to Seller, whereupon no party hereto shall have any further rights, liabilities or obligations under this Contract, it being specifically understood and agreed that payment of the Earnest Money to Seller, as liquidated damages, shall be Seller's sole and exclusive remedy hereunder, Seller hereby specifically waiving and relinquishing any and all other remedies at law or in equity. the parties hereby agree that it would be impossible to ascertain the damages accruing to Seller under this Contract and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty but as full liquidated damages pursuant to O.C.G.A. § 13-6-7.

12. ESCROW AGENT. Escrow Agent hereby accepts its designation as Escrow Agent hereunder and agrees to hold and disburse the Earnest Money as herein provided. Escrow Agent shall not be liable for any acts taken in good faith, shall only be liable for its willful or gross negligence, and may, in its sole discretion, rely upon the oral or written notices, communications, orders or instructions given by the County or Seller. In the event of a dispute between the County and Seller under this Contract sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under the terms of this Contract with or without the initiation of such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties under this Contract. Any such legal action may be brought in any such court as Escrow Agent shall determine to have jurisdiction thereof. Seller and the County hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without

limitation, reasonable costs of investigation and counsel fees and disbursements which may be imposed upon Escrow Agent or incurred by it in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of its duties hereunder, including, without limitation, any litigation arising from this Contract or involving the subject matter hereof; provided, however, that if Escrow Agent shall be found guilty of willful default or gross negligence under this Contract, then, in such event, Escrow Agent shall bear all such losses, claims, damages and expenses; and provided further, that neither Seller nor the County shall have any liability to Escrow Agent under this indemnity provision for any cost of litigation incurred by Escrow Agent, including, without limitation, attorney fees, arising or caused solely by the conduct of the other party which results in a dispute solely between the other party and Escrow Agent. **SELLER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT (A) THE ESCROW AGENT IS THE COUNTY'S COUNSEL AND AS SUCH THE ESCROW AGENT HAS NOT AND WILL NOT EXERCISE ANY INDEPENDENT PROFESSIONAL JUDGMENT ON SELLER'S BEHALF, AND (B) THE ESCROW AGENT, IN THE EVENT OF A DISPUTE BETWEEN THE COUNTY AND SELLER, WHERE ESCROW AGENT ACTS AS THE COUNTY'S COUNSEL AND REPRESENTS THE COUNTY IN ANY DISPUTE OR LITIGATION, SHALL RESIGN AND SHALL APPOINT A SUCCESSOR OR SUBSTITUTE ESCROW AGENT, WHICH THE COUNTY AND SELLER SPECIFICALLY AGREE THE ESCROW AGENT MAY DO.**

13. NOTICES. The notices required or permitted to be given hereunder shall be in writing and shall be (a) delivered personally, or (b) deposited into first class U.S. Mail, postage prepaid, by certified mail, return receipt requested, or (c) sent by commercial overnight courier, charges prepaid, or (d) sent by telex, Telecopier or facsimile. Any such notice shall be deemed to have been given when (A) delivered in hand to the addressee, or (B) three (3) days after its deposit in first-class U.S. mail certified mail, return receipt requested, postage prepaid, or (C) one (1) day after being delivered to a commercial overnight courier delivery service, for next day delivery, charges prepaid, or (D) confirmation of transmission, when sent by telex, telecopier or facsimile to the number specified below, and, in each case properly addressed. For purposes of this Paragraph 13, the respective addresses of the parties are as follows, unless hereafter changed by notice to the other:

As to the County:	Carroll County, Georgia Attention: Chairman Historic Courthouse 323 Newnan Street, Room 200 Carrollton, Georgia 30117 Facsimile No.: 770-830-5992
With a copy to the County's Attorney:	Stacey L. Blackmon, Esq. Tisinger Vance, P.C. 100 Wagon Yard Plaza P.O. Box 2069 Carrollton, Georgia 30117 Facsimile No.: 770-830-0477
As to Seller:	Brock Farm, LLC Attn: Casey S. Vance 210 Sunset Boulevard Carrollton, Georgia 30117 Facsimile No.: _____

It is hereby expressly understood and agreed that in the event any date on which notice is required to be made hereunder falls on a Saturday, Sunday or federal holiday, then the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

14. MISCELLANEOUS. This Contract shall be binding upon and shall inure to the benefit of Seller and the County, their respective successors, successors-in-title, legal representatives, heirs and those assigns, if any, specifically permitted hereunder. This Contract shall be construed and enforced in accordance with the laws of the State of Georgia. If any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of any other provision hereof. This Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing the Contract to be drafted. This Contract contains the entire agreement of the parties hereto concerning the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force or effect. This Contract may not be modified except by written modification, executed by Seller and the County. The County shall have the right to assign this Contract, or any interest herein. All titles or captions of the sections set forth in this Contract are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Contract, or the intent of any provision hereof. This Contract, and the warranties and representations set forth herein, shall be not merged into the documents executed at closing, and shall survive closing. Time is of the essence of this Contract. This Contract may be executed in any number of multiple counterparts which, when taken together, shall constitute a fully executed Contract.

15. TIME PERIODS. If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a day which is not a Business Day, then such time period shall be automatically extended through the close of business on the next following Business Day. As used herein, a "Business Day" or "business day" means any day other than a Saturday, Sunday, and any day on which national or state banks in Georgia are not open for business.

16. DATE OF CONTRACT. As used in this Contract, the terms "date of this Contract" or "date hereof" shall mean and refer to the later of the date that Seller or the County executes this Contract.

[the immediately following page is the signature page.]

IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed under seal.

THE COUNTY:

CARROLL COUNTY, GEORGIA

By:_____(SEAL)
Marty W. Smith, Chairman of the Board of Commissioners

Attest: _____(SEAL)
Susan A. Mabry, Clerk

Date:_____

SELLER:

BROCK FARM, LLC
a Georgia limited liability company

By:_____(SEAL)
Casey S. Vance, Sole Member

Date:_____

the undersigned Escrow Agent hereby executes this Contract for the purpose of agreeing to hold the Earnest Money and to disburse such sums only in accordance with the terms hereof.

the foregoing is hereby accepted by Escrow Agent on _____, 2017.

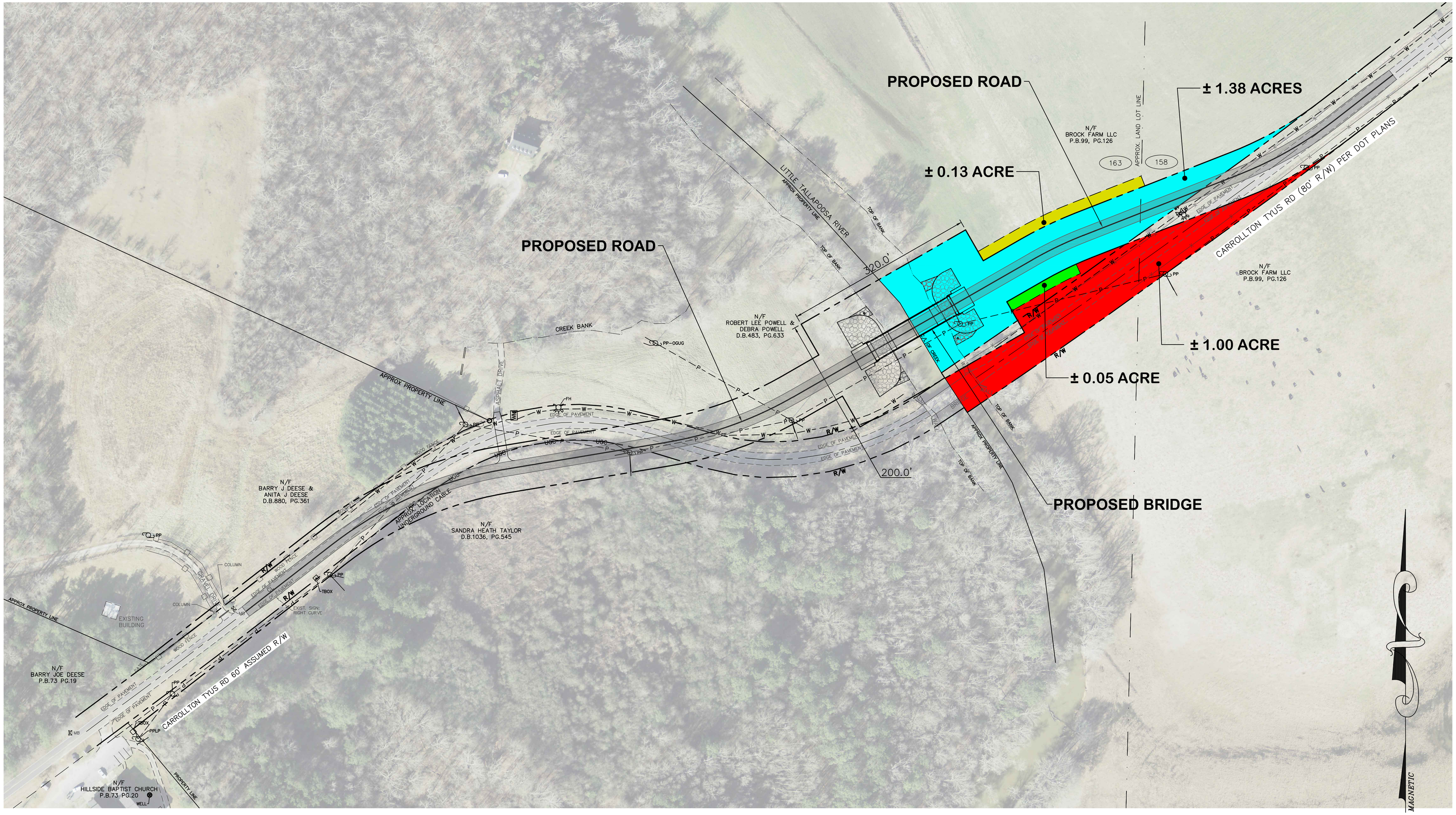
ESCROW AGENT:

TISINGER VANCE, P.C.

By: _____ (SEAL)
Title:

EXHIBIT "A"

[See attached Drawing]



LEGEND

- PROPERTY TO BE DEEDED TO PROPERTY OWNER (INCLUDES RIGHT-OF-WAY FROM ABANDONED ROAD)
- RIGHT-OF-WAY TO BE ACQUIRED BY COUNTY
- REQUIRED EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES
- RETAINED EASEMENT AREA FOR CONSTRUCTION & MAINTENANCE OF SLOPES (WITHIN ABANDONED ROAD RIGHT-OF-WAY)

LEGEND

1033 CATCH BASIN	OVERGROUND DOWNSPOUT	SEDIMENT BARRIER
1034 CATCH BASIN	WATER VALVE	TREE PROTECTION FENCE
1019A DROP INLET	GAS VALVE	CHAIN LINK FENCE
1011A JUNCTION BOX	HANDICAPPED PARKING	EXISTING FENCE
1019A TYPE E CURB INLET	TRAFFIC FLOW	PROPERTY LINE
1125 HEADWALL	UNDERGROUND POWER	EXISTING CONTOUR
DRAINAGE SLOPE	OVERHEAD POWER	PROPOSED CONTOUR
SEWER MANHOLE	UNDERGROUND TELEPHONE	EXISTING CURB & GUTTER
EXISTING FIRE HYDRANT	OVERHEAD TELEPHONE	PROPOSED CURB & GUTTER
PROPOSED FIRE HYDRANT	WATER	EXISTING SPOT ELEVATION
LAMP POST	SANITARY SEWER	PROPOSED SPOT ELEVATION
GUY POLE	FORCE MAIN	EXISTING WATER METER
UTILITY POLE	GAS	PROPOSED WATER METER
UNDERGROUND DOWNSPOUT	STORM DRAIN	MAILBOX
		GAS METER
		POWER METER

GEORGIA811
Utilities Protection Center, Inc.
Know what's below. Call before you dig.

GRAPHIC SCALE

80 0 15 80 160 320

(IN FEET)
1 inch = 80 ft.

NO.	DATE REVISED	DESCRIPTION

GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-4694
FAX (770) 834-1005
E-MAIL: mailbox@georgiaandwest.com

WARNING: THIS PLAN SHEET IS NOT THE OFFICIAL CONTRACT DOCUMENT UNLESS APPROVED BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

WARNING: UTILITIES LOCATIONS ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.

NOTICE: IT IS THE PROPERTY OWNER'S/ CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL ENVIRONMENTAL IMPACT ISSUES AND TO OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE GOVERNING AUTHORITIES.

TITLE: PRELIMINARY RIGHT OF WAY PLAN
BROCK FARM LLC

CARROLLTON TYUS BRIDGE

LOCATED IN LAND LOTS 158 & 163
CARROLL COUNTY, GEORGIA

SCALE:	DATE:	JOB NUMBER	DESIGNED BY
1" = 80'	04-11-2017	JN100305	

SHEET 1 OF 1

LAW OFFICES
TISINGER VANCE, P.C.
100 WAGON YARD PLAZA
CARROLLTON, GEORGIA 30117
WWW.TISINGERVANCE.COM

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(770) 214-5107
(770) 830-0477 FAX
SBLACKMON@TISINGERVANCE.COM

TELEPHONE: (770) 834-4467
FAX: (770) 834-5426

ROBERT D. TISINGER
1909-1991

June 14, 2017

Carroll County Georgia
Attn: Mr. Marty Smith, Chairman
Historic Courthouse
323 Newnan Street, Room 200
Carrollton, Georgia 30117

Brock Farm, LLC
Attn: Mr. Casey S. Vance
210 Sunset Boulevard
Carrollton, Georgia 30117

Re: Conflict Waiver for Carroll County Acquisition of Land to Realign Tyus Carrollton Road, Carrollton, Georgia

Dear Gentlemen:

We have been asked to represent Carroll County, Georgia (the "County") with respect to the acquisition of the property located on Tyus Carrollton Road, Carrollton, Georgia. Because our firm represented Brock Farm, LLC ("Brock Farm") in the past, I am writing to request your consent to our representation of the County in this transaction.

In this case, the significant business terms of the sales contract have already been negotiated directly between the parties without our involvement. Our firm will document the agreement using the County's standard purchase and sale forms. Our firm has not learned any confidential information from Brock Farm regarding the property or Brock Farm that would affect this transaction. If, after consulting with your other counsel, you are agreeable to our representation of the County with respect to the purchase, I would appreciate it if you would sign and return it to me via email.

There must be written consent to our representation as described above in this matter. If you are agreeable to our representation as described above, we would appreciate it if you would sign and return it to me via email. By signing this correspondence, you consent to our firm's representation as described above. You agree that any potential or actual conflicts referred to herein are waivable, that our firm has not obtained confidential information that would affect this transaction, and that you have sought advice of counsel, separate from our firm. You recognize and agree that this firm relies on such representation and waiver.

Finally, the parties agree that they will not directly or indirectly seek or support disqualification, discipline, refund of paid or accrued fees or expenses, or other sanctions against this firm or its clients as a result of any conflict of interest which is consented to or waived herein.

If you each consent to our representation under the terms stated, I would ask that you each execute an additional copy of this letter and return the same for my file.

Very truly yours,

TISINGER VANCE, P.C.

Stacey L. Blackmon

Stacey L. Blackmon

SLB:mgz

Consented to by the undersigned:

BROCK FARM, LLC

By: _____
Casey S. Vance
Sole Member

CARROLL COUNTY, GEORGIA

By: _____
Marty W. Smith
Chairman, Board of Commissioners